

This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

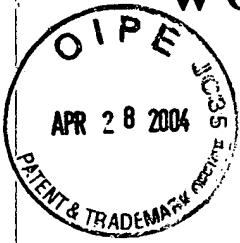
Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

**As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.**

CFW
RICK D. NYDEGGER
BRENT P. LORIMER
THOMAS R. VUKSINICK
LARRY R. LAYCOCK
JONATHAN W. RICHARDS
DAVID R. WRIGHT
JOHN C. STRINGHAM
JOHN M. GUYN
CHARLES L. ROBERTS
DANA L. TANGREN
ERIC L. MASCHOFF
CHARLES J. VEVERKA
ROBYN L. PHILLIPS
RICHARD C. GILMORE *
STERLING A. BRENNAN *
R. BURNS ISRAELSEN
DAVID R. TODD
GREGORY M. TAYLOR
DAVID B. DELLENBACH
L. DAVID GRIFFIN
ADRIAN J. LEE
FRASER D. ROY
CARL T. REED



04-29-04

Image
2857

WORKMAN | NYDEGGER

INTELLECTUAL PROPERTY ATTORNEYS

1000 EAGLE GATE TOWER
60 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH 84111
TELEPHONE: (801) 533-9800
FAX: (801) 328-1707
WEBSITE: [HTTP://WWW.WNLAW.COM](http://www.wnlaw.com)

Express Mailing Label No: EV 292 942 516 US

PATENT APPLICATION
Docket No: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Richard Neumann, et al.

Serial No.: 10/049,867

Confirmation No.: *unavailable*

Filed: July 2, 2002

For: SYSTEMS AND METHOD FOR TESTING
THE LOAD OF AT LEAST ONE IP-BASED
DEVICE

Examiner: *unavailable*



R. PARRISH FREEMAN, JR.
PETER F. MALEN, JR.
L. REX SEARS, PH.D.
WILLIAM R. RICHTER
ERIC M. KAMERATH
ROBERT E. AYCOCK
JENS C. JENKINS
KEVIN W. STINGER
WILLIAM J. ATHAY
MICHAEL B. DODD
RYAN D. BENSON
SARA D. JONES
TIGE KELLER
JANNA L. JENSEN
MATTHEW D. TODD
J. LAVAR OLDHAM
MICHAEL J. FRODSHAM
JOSEPH L. KRUPA
BRETT A. HANSEN
BRETT I. JOHNSON
MATTHEW A. BARLOW
WESLEY C. ROSANDER
ANDREW S. HANSEN
CHAD E. NYDEGGER
JOSEPH G. PIA
CLINTON E. DUKE
DAVID J. LORENZ †

TRANSMITTAL FOR REVOCATION AND SUBSTITUTE POWER OF ATTORNEY, AND CHANGE OF ATTORNEY DOCKET NUMBER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Transmitted herewith is a Revocation and Substitute Power of Attorney, and a Change of Attorney Docket Number for entry in the above-identified application. Please address all future correspondence in connection with the above-identified matter to the attention of the undersigned.

Dated this 28th day of April, 2004.

Respectfully submitted,



R. BURNS ISRAELSEN
Attorney for Applicant
Registration No. 42,685
Customer No. 022913

RBI:dmh
DMS0000006190V001



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION
Docket No.: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
)
 Richard Neumann, et al.)
)
Serial No.: 10/049,867)
)
Confirmation No.: *unavailable*)
)
Filed: July 2, 2002)
)
For: SYSTEMS AND METHOD FOR TESTING)
 THE LOAD OF AT LEAST ONE IP-BASED)
 DEVICE)
)
Examiner: *unavailable*)

CERTIFICATE OF EXPRESS MAILING UNDER 37 C.F.R. § 1.10

"Express Mail" Mailing Label No.: EV 292 942 516 US

I hereby certify that the following documents are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on this 28th day of April, 2004:

- Transmittal Letter (2 pgs.)
- Change of Attorney Docket Number (2 pgs.)
- Revocation & Substitute Power of Attorney with Exhibit A (9 pgs.)
- Postcard

Respectfully submitted,

Dacia M. Holt
Paralegal

WORKMAN NYDEGGER
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Telephone: (801) 533-9800
Facsimile: (801) 328-1707
Customer No. 022913



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION
Docket No.: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
)
Richard Neumann, et al.)
)
Serial No.: 10/049,867)
)
Confirmation No.: *unavailable*)
)
Filed: July 2, 2002)
)
For: SYSTEMS AND METHOD FOR TESTING)
 THE LOAD OF AT LEAST ONE IP-BASED)
 DEVICE)
)
Examiner: *unavailable*)
)

CHANGE OF ATTORNEY DOCKET NUMBER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

For convenience and ready identification of the papers received in connection with the above-identified patent application, please reference in all future communications my Docket No. 16079.2a.1.

All correspondence and telephonic communications should be directed to:

R. BURNS ISRAELSEN
022913
Customer Number
Telephone: (801) 533-9800
Facsimile: (801) 328-1707

DATED this 28 day of April, 2004.

Respectfully submitted,



R. BURNS ISRAELSEN
Attorney for Applicant
Registration No. 42,685
Customer No. 022913

RBI:dmh
Docket No.: 16079.2a.1
DMS000006189V001



EXPRESS MAIL LABEL NO. EV 292 942 516 US

PATENT APPLICATION
Docket No: 16079.2a.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Richard Neumann, et al.

Serial No.: 10/049,867

Confirmation No.: *unavailable*

Filed: July 2, 2002

For: SYSTEMS AND METHOD FOR TESTING
THE LOAD OF AT LEAST ONE IP-BASED
DEVICEExaminer: *unavailable*REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned, Jamon Jarvis, General Counsel, of interNetwork AG, the assignee of the entire interest of the above-identified application, as shown by the assignments recorded in the United States Patent Office at Reel 013747, Frames 0787, a copy of said assignment is attached at Exhibit A hereto, hereby revokes all previous powers of attorney in the above-identified application, and now hereby appoints as my attorneys and/or patent agents all attorneys and/or patent agents under:

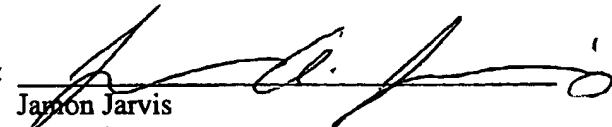
022913
Customer Number

with full power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to receive the Letters Patent, and to transact all business in the Patent and Trademark Office connected therewith.

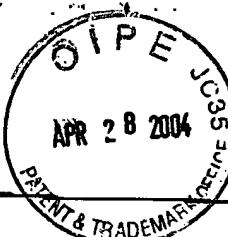
All correspondence and telephonic communications should be directed to:

R. BURNS ISRAELSEN
022913
Customer Number
Telephone: (801) 533-9800
Facsimile: (801) 328-1707

Signed this 26th day of April, 2004.

By: 
Jamon Jarvis
General Counsel
interNetwork AG

DMS000006188V001



JUNE 20, 2003

KIRKPATRICK & LOCKHART LLP
JONATHAN C. PARKS, ESO.
535 SMITHFIELD STREET
HENRY W. OLIVER BUILDING
PITTSBURGH, PA 15222-2312

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

RECEIVED

JUN 26 2003



102366290A*

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703 308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/11/2003

REEL/FRAME: 013747/0787
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DEUTSCHE TELEKOM AG

DOC DATE: 09/26/2002

ASSIGNEE:

INTERNETWORK AG INTERNETWORK AG
BIERSTADTER STRASSE 7
D-65189 WIESBADEN, FED REP GERMANY

SERIAL NUMBER: 10049867
PATENT NUMBER:FILING DATE: 07/02/2002
ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Form PTO-1596
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office**

Tab settings →→→ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Deutsche Telekom AG

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: January 20, 2003

2. Name and address of receiving party(ies)

Name: Internetwork AG

Internal Address: _____

Street Address Blerstadter Strasse 7

D-65189

City Wiesbaden, Country: Germany

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/049,867

B. Patent No.(s)

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.

Name: Jonathan C. Parks, Esq.

Internal Address: Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

Street Address: 535 Smithfield Street

City: Pittsburgh State: PA Zip: 15222-2312

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jonathan C. Parks

Name of Person Signing

Signature

2/9/04

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P O Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF PATENT

This ASSIGNMENT OF PATENT (the "Assignment") is made effective the 16th day of April 2000 (the "Effective Date") by and between Deutsche Telekom, a corporation organized under German laws, ("Assignor") and interNetwork AG, a corporation organized under German laws, ("Assignee"), with reference to the facts set forth in the Recitals below.

RECITALS

A. Assignor owns all right, title and interest to and in International Patent Application PCT/EP00/06509 and U.S. Patent Application Serial Number 10/049867, described as "System and Method For Testing The Load of At Least One IP-Supported Device" (the "Patent"), and the underlying inventions and all intellectual property rights associated with the Patent in the United States and elsewhere (the "Associated Rights").

B. Assignor and Assignee are parties to that certain Patentübertragungsvertrag (Patent Purchase Agreement) dated March 23/April 16, 2002 (the "Patent Purchase Agreement")

AGREEMENT

NOW, THEREFORE, in consideration of the patent Purchase Agreement, the above Recitals and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation. This Assignment is intended to implement the terms and conditions of the Patent Purchase Agreement. In the event of a conflict between the provisions of this Assignment and those of the Patent Purchase Agreement, the Patent Purchase Agreement shall control. Terms with initial capital letters are defined terms which shall have the respective meanings given them in the Patent Purchase Agreement, unless the context of this Assignment requires otherwise.

2. Assignment by Assignor. Subject to all the terms and conditions of the Patent Purchase Agreement and this Assignment, Assignor hereby assigns to Assignee all of Assignor's right, title and interest to and in the Patent and the Associated Rights, including without limitation all continuation and divisional applications, inventor's certificates, reissues, reexaminations and extensions thereof and all claims for past infringement and all causes of action, claims, damages and other rights Assignor may have arising out of the Patent, the Associated Rights, or ownership thereof (the "Ownership Rights").

3. Acceptance by Assignee. Subject to all the terms and conditions of the Patent Purchase Agreement and this Assignment, Assignee hereby accepts the assignment of the Patent, the Associated Rights and the Ownership Rights.

4. Further Assurances. Assignor agrees, without charge to Assignee, to execute all instruments and documents and take all actions as may be reasonably required to effectuate this Assignment, including without limitation to execute all rightful oaths, assignments, powers of

attorney and other documents which Assignee shall consider desirable or necessary for vesting title to the Patent, the Associated Rights and the Ownership Rights in Assignee.

5. Effective Date. This Assignment shall be effective as of the Effective Date.

6. Binding Effect. This Assignment shall be binding upon, and inure to the benefit of the respective successors and assignees of Assignee and Assignor.

7. Attorneys' Fees. In the event of any action or arbitration between Assignor and Assignee seeking enforcement or interpretation of any of the terms and conditions of this Assignment, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including but not limited to, court or arbitrator's costs and reasonable attorneys' fees.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals.

9. Choice of Law. This Assignment shall be governed by and construed in accordance with applicable U.S. laws.

IN WITNESS WHEREOF, Assignor and Assignee execute and deliver, or have caused their duly authorized representatives to execute and deliver, this Assignment of Patent as of the day and year first above written.

"ASSIGNOR"

DEUTSCHE TELEKOM AG

a corporation organized under German laws

By: Wilhelm Deuschel

Name: Dr. Wilhelm Deuschel

Title: Leader of the Patent Division

"ASSIGNEE"

INTERNETWORK AG

a corporation organized under German laws

By: _____

Karl Kipry
Member of the Managing Board

ACKNOWLEDGEMENTFederal Republic of GermanyState of Hessen) ss.
City of Darmstadt)

On January 20, 2003 before me, Dr. Thomas Milde, a Notary Public in and for said County and State, personally appeared **DR. WILHELM DEUSCHEL** personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary

Urkundenrolle Nr. 03/00021Befragung gemäß § 3 Beurkundungsgesetz

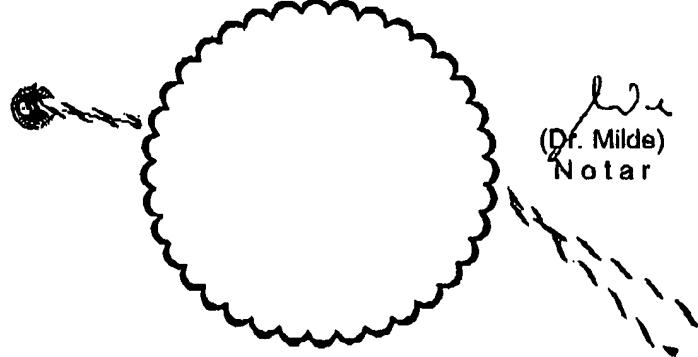
Der Notar fragte den Erschienenen, ob er oder eine der mit ihm beruflich verbundenen Personen in einer Angelegenheit, die Gegenstand dieser Beglaubigung ist, außerhalb des Notaramts tätig war oder ist. Dies wurde von dem Erschienenen verneint.

Vorstehende, heute vor mir geleistete Unterschrift von:

Herrn Wilhelm Friedrich Eugen Deuschel, geboren am 20.05.1950, wohnhaft: Tannenweg 6, 64347 Griesheim, ausgewiesen durch Vorlage seines am 01.03.1999 von der Stadt Griesheim ausgestellten Personalausweises Nr. 4063088179,

wird hiermit beglaubigt.

Darmstadt, den 21. Januar 2003



(Dr. Milde)
Notar

Kostenrechnung:

Geschäftswert: 50.000,00 Euro

Gebühr §§ 141, 32, 45 I KostO (Unterschriftenbeglaubigung)	33,00 €
Schreibauslagen §§ 136, 152 KostO (9 Seiten à 0,50 €)	4,50 €
Entgelte für Postdienstleistungen	5,00 €
§§ 137, 152 KostO	<u>6,80€</u>
Mehrwertsteuer 16 %	
Summe	49,30 €
	=====



(Dr. Milde)
Notar